

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 RACHEL L. JENSEN (211456)
655 West Broadway, Suite 1900
3 San Diego, CA 92101
Telephone: 619/231-1058
4 619/231-7423 (fax)
rachelj@rgrdlaw.com

5 Attorneys for Plaintiffs and the Proposed Class

6 [Additional counsel appear on signature page.]
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 SOUTHERN DIVISION

11 STEVEN D. STRAND, NATHAN
MONTIJO and MORGAN BENGGIO, }
12 Individually and on Behalf of All Others }
Similarly Situated, }

13 Plaintiffs,
14

15 vs.

16 FORD MOTOR COMPANY and DOES
1-50, inclusive, }

17 Defendants.
18

VIA FAX

Case No. SACV 12 - 02232 DOC (JPRx)

CLASS ACTION

COMPLAINT

DEMAND FOR JURY TRIAL

2012 DEC 28 PM 3:48
CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
SAN JUAN ANA

FILED

1 Plaintiffs Nathan Montijo, Steven D. Strand and Morgan Benggio ("Plaintiffs"),
2 by and through their attorneys, bring this class action on behalf of themselves and on
3 behalf of all others similarly situated, including all persons who purchased and/or
4 acquired certain Ford models, against the herein named defendants Ford Motor
5 Company and Doe Defendants 1-50 (collectively "Defendants"). Plaintiffs bring this
6 action for compensatory damages and equitable, injunctive and declaratory relief
7 against Defendants, who designed, manufactured, marketed, sold and/or distributed
8 these Ford models. Plaintiffs allege the following upon their own knowledge, or
9 where there is no personal knowledge, upon information and belief and the
10 investigation of counsel.

11 JURISDICTION AND VENUE

12 1. This Court has jurisdiction over this lawsuit pursuant to 28 U.S.C.
13 §1332(a)(1) as modified by the Class Action Fairness Act of 2005, because the
14 Plaintiffs herein and the Defendants herein are citizens of different states, there are
15 more than 100 members of the class and the aggregate amount in controversy exceeds
16 \$5,000,000.00, exclusive of attorneys' fees, interest, and costs.

17 2. Pursuant to 28 U.S.C. §1391(b), venue is proper in this District because a
18 substantial part of the events or omissions giving rise to the claims occurred in this
19 District. Defendants market and distribute their hybrid vehicles in this District.

20 NATURE OF THE ACTION

21 3. This is a consumer class action brought on behalf of Plaintiffs and all
22 others similarly situated who purchased or leased certain Ford vehicles, as described
23 in more detail below (the "Class"). Upon information and belief, thousands of these
24 vehicles were distributed in the United States and marketed and sold based on
25 misrepresentations and omissions concerning the vehicles' Miles Per Gallon Gasoline
26 Equivalent ("MPGE") and Fuel Economy Rating ("FER"), including as displayed on
27 the window stickers affixed to each vehicle. In addition to the misrepresentations
28 affixed on each window sticker, Defendants, through an extensive, nationwide

1 marketing and advertising campaign, touted their vehicles' fuel efficiency mantra and
2 their desire to be "green." Through their false advertising, Defendants have sold
3 thousands of vehicles that were subject to misrepresentations about the MPGE and
4 FER of their vehicles.

5 4. The timing of Defendants' actions and/or omissions is not a coincidence.
6 FER and MPGE are more important than ever to consumers in this country.
7 Defendants are aware that fuel costs are skyrocketing, and consumers are looking for
8 ways to burn less fuel and reduce their carbon footprint. Defendants capitalized on
9 this consumer trend and continued to sell and lease vehicles which misrepresented the
10 vehicles' MPGE and FER.

11 5. Recently, *Consumer Reports* performed independent testing and
12 determined that the data Defendants touted about MPG and FER was inaccurate. This
13 is not conduct exclusive to Ford. In fact, on November 2, 2012, Hyundai and Kia
14 announced to the consuming public that they would lower their fuel economy ratings
15 for models which were sold from 2010 through October 31, 2012.¹

16 6. Upon information and belief, the Ford hybrid vehicle models which
17 misrepresent the MPGE and FER information are referred to herein as the "Hybrid
18 Vehicles" and include:

19 **Ford Hybrid Vehicles**

20 (a) 2010-2013 Ford Fusion Hybrid SE (the "Fusion"); and

21 (b) 2012-2013 Ford C-Max SE (the "C-Max").

22 7. In addition to the Hybrid Vehicles enumerated above, upon information
23 and belief, Ford sold and/or leased other vehicles that were advertised with false
24 MPGE and FER information and bore stickers with false MPGE and FER

25 ¹ [http://www.hyundainews.com/us/en-](http://www.hyundainews.com/us/en-us/Media/PressRelease.aspx?mediaid=37747&title=hyundai-and-Kia-initiate-voluntary-program-to-adjust-fuel-economy-ratings-on-select-vehicles)
26 [us/Media/PressRelease.aspx?mediaid=37747&title=hyundai-and-Kia-initiate-](http://www.hyundainews.com/us/en-us/Media/PressRelease.aspx?mediaid=37747&title=hyundai-and-Kia-initiate-voluntary-program-to-adjust-fuel-economy-ratings-on-select-vehicles)
27 [voluntary-program-to-adjust-fuel-economy-ratings-on-select-vehicles](http://www.hyundainews.com/us/en-us/Media/PressRelease.aspx?mediaid=37747&title=hyundai-and-Kia-initiate-voluntary-program-to-adjust-fuel-economy-ratings-on-select-vehicles) (last visited
28 Dec. 28, 2012).

1 information, including, for example, the 2011 Ford Fusion, which plaintiff Morgan
2 Benggio purchased. These vehicles are referred to herein as the "Affected Vehicles."
3 Collectively, the "Hybrid Vehicles" and the "Affected Vehicles" are collectively
4 referred to herein as the "Vehicles."

5 8. Defendants' misrepresentations concerning the MPGE and FER of these
6 Vehicles were misleading, false, and reasonably likely to deceive and did in fact
7 deceive Plaintiffs and other members of the Class.

8 9. In conjunction with each sale or lease to Plaintiffs and the Class,
9 Defendants warranted the MPGE and FER of their Vehicles.

10 10. As a result of Defendants' misrepresentations directly related to MPGE
11 and FER, Plaintiffs and the Class have suffered damages, in that they purchased
12 and/or leased Vehicles that they would not have otherwise purchased and/or leased
13 had they known of the MPGE and FER misrepresentations. Alternatively, Plaintiffs
14 and the Class would not have paid as much for these Vehicles. Further, they have
15 suffered damages due to the diminution of value for their Vehicles.

16 **PARTIES**

17 11. Plaintiff Steven D. Strand ("Strand") is a resident of Placentia, California.
18 Plaintiff Strand acquired from his father's estate a 2012 Ford, which has not gotten the
19 MPGE or FER advertised for the vehicle. As a result of the misrepresentations,
20 Strand has also suffered damages in the diminution of the value of his Ford car.

21 12. Plaintiff Nathan Montijo ("Montijo") is a resident of La Puente,
22 California. Plaintiff Montijo purchased a 2013 Ford C-Max at the Santa Monica Ford
23 dealership. The C-Max was advertised as getting approximately 47 MPGE, but has
24 not performed as advertised. Had Montijo been aware of Defendants'
25 misrepresentations concerning the MPGE and FER of the 2013 Ford C-Max, he would
26 not have purchased the vehicle or would not have paid as much for the vehicle. As a
27 result of the misrepresentations, Montijo has also suffered damages in the diminution
28 of the value of his Ford car.

1 13. Plaintiff Morgan Benggio (“Benggio”) is a resident of Staten Island, New
2 York, where he attends college. Plaintiff Benggio purchased a 2011 Ford Fusion from
3 Journey Ford Lincoln in Novato, California, while stationed in nearby Sausalito. The
4 Ford Fusion has not gotten the MPGE or FER advertised for the vehicle. Had
5 Benggio been aware of Defendants’ misrepresentations concerning the MPGE and
6 FER of the Ford Fusion, he would not have purchased the vehicle or would not have
7 paid as much for the vehicle. As a result of the misrepresentations, Benggio has also
8 suffered damages in the diminution of the value of his Ford car.

9 14. Defendant Ford Motor Company (“Defendant Ford” or “Ford”) maintains
10 its World Headquarters at One American Road, Dearborn, Michigan 48126. Ford is
11 an American multinational manufacturer of automobiles, is the second-largest
12 U.S.-based automaker, and is the world’s fifth-largest automobile manufacturer. Ford
13 operates 90 plants around the world and employs over 200,000 employees. Ford
14 distributes its vehicles throughout the United States via Ford dealerships, including in
15 California. Ford also operates a research lab in Silicon Valley, California.² Ford is
16 publicly traded on the New York Stock Exchange.

17 15. Doe Defendants 1-50 (the “Doe Defendants”) are individuals and/or
18 entities that may be responsible for the design, testing and marketing of Defendants’
19 Vehicles. The identities of Doe Defendants 1-50 are currently unknown, but may be
20 discovered upon further investigation and discovery.

21 16. Defendant Ford and the Doe Defendants 1-50 are referred to herein
22 collectively as “Defendants.”
23
24
25

26
27 ² <http://corporate.ford.com/news-center/press-releases-detail/pr-fords-new-silicon-valley-36681> (last visited Dec. 28, 2012)
28

SUBSTANTIVE ALLEGATIONS

Rise in Sales of Fuel-Efficient Vehicles in the United States

17. It is widely known that some of the hottest cars on the market these days are fuel efficient vehicles that save consumers money at the pump, where they have seen prices soar over the past several years. In fact, *The New York Times* published an article this fall observing: “In the past, nothing slowed down strong car sales faster than a spike in gasoline prices. But these days, consumers simply switch to more fuel-efficient models.”³

18. Consumers are also increasingly mindful of their carbon footprint in light of popular education concerning climate change. Buying a fuel-efficient car is one of the ways in which consumers are encouraged to make a difference in reducing climate change.

19. In the summer of 2012, media articles reported that Kelley Blue Book (“KBB”) had seen “an increased interest in fuel-sipping small cars both in terms of KBB.com shopping activity and retail sales volume.”⁴ Sales for some fuel-efficient cars were up nearly 50% from a year before.

20. More recently, in October 2012, *The New York Times* reported that automobile sales were at their highest point in four years.⁵ The robust sales pace was driven in part by the “wide variety of new fuel-efficient models on the market.” The article quoted a Ford executive as stating: “Fuel economy remains one of the most important features customers want today.”

³ <http://www.nytimes.com/2012/09/05/business/august-us-car-sales.html> (last visited Dec. 28, 2012).

⁴ <http://business.time.com/2012/08/27/yet-again-high-gas-prices-boost-sales-of-small-fuel-efficient-cars/> (last visited on Dec. 28, 2012).

⁵ <http://www.nytimes.com/2012/10/03/business/g-m-and-ford-post-lackluster-sales.html> (last visited Dec. 28, 2012).

21. Additionally, a study conducted by *Consumer Reports* revealed that consumers are willing to pay extra for a fuel-efficient vehicle in order to cut driving costs, increase fuel economy, and further environmental protection goals. In fact 83% of consumers surveyed reported that they would be willing to pay more for a fuel-efficient car.⁶

22. Indeed, in an article published on October 16, 2012, *Forbes* stated that “[w]ith gas prices touching \$5 a gallon in some parts of the country, the emphasis on fuel efficiency of vehicles has never been higher.”⁷

Defendants Bank on Consumer Interest in Fuel Economy with Misleading Advertising

23. Consistent with the trends in consumer interest regarding fuel-efficient cars, Defendant Ford has attempted to portray its vehicles as fuel efficient. Through this comprehensive and deceptive marketing campaign, Defendant Ford has conveyed these messages to the consuming public in the United States about the MPGE and FRE of its vehicles.

24. In fact, in a recent press release, Ford admits that fuel economy has become an even more key purchase consideration for consumers and that Ford is investing billions to research and develop fuel efficient vehicles.⁸

25. Moreover, in an attempt to target the growing demand for hybrid vehicles, a market previously dominated by Toyota Motors, Ford introduced the C-Max and Fusion Vehicles.⁹

⁶ <http://news.consumerreports.org/cars/2011/11/survey-car-owners-want-better-fuel-economy-support-increased-standards.html> (last visited Dec. 28, 2012).

⁷ <http://www.forbes.com/sites/greatspeculations/2012/10/16/how-ford-plans-to-benefit-from-high-gas-prices/> (last visited Dec. 28, 2012).

⁸ http://media.ford.com/mini_sites/10031/fueleconomy/ (last visited Dec. 28, 2012).

⁹ <http://www.forbes.com/sites/greatspeculations/2012/10/16/how-ford-plans-to-benefit-from-high-gas-prices/> (last visited Dec. 28, 2012).

1 26. To be sure, Ford issued press releases on both the Fusion and the C Max,
2 touting their fuel efficiency. On September 18, 2012, Ford touted the Fusion as
3 “Americas Most Fuel Efficient Midsize Sedan.”¹⁰ In July and August, 2012, Ford
4 boasted that the C-Max raises the bar for hybrid fuel economy and takes customers
5 further that the Toyota Prius, a popular hybrid model.¹¹

6 27. In fact, Defendants’ deceptive marketing starts even before consumers
7 walk into a dealership to view the vehicles. For instance, Ford aired commercials in
8 which they claimed their C-Max Hybrid obtains better MPGE than Toyota.¹²

9 28. Indeed, Ford regularly compared the mileage of the C-Max to that of the
10 Toyota Prius. In fact, Ford focused a large part of its fall 2012 C-Max marketing
11 campaign on a comparison of these two vehicles.

12 29. On its website, Ford advertises the various Ford models and includes the
13 MPGE and FER for each Vehicle.¹³ This information is also publicized, *inter alia*, at
14 the dealerships on stickers affixed to the windows of the Vehicles.

15 30. As further proof that that Ford is not telling the truth about its fuel
16 efficiency information is the fact that the U.S. Environmental Protection Agency
17 (“EPA”) posted the 2013 Ford Fusion fuel economy numbers and then quickly
18 removed them from the website.¹⁴

19
20
21 ¹⁰ http://media.ford.com/article_display.cfm?article_id=37109 (last visited Dec. 28, 2012).

22 ¹¹ http://media.ford.com/article_display.cfm?article_id=36932,
23 http://media.ford.com/article_display.cfm?article_id=36816 (last visited Dec. 28, 2012).

24 ¹² <http://www.youtube.com/watch?feature=fvwp&v=wZCkqqmigZ0&NR=1> (last
25 visited Dec. 28, 2012).

26 ¹³ <http://www.ford.com/> (last visited Dec. 28, 2012).

27 ¹⁴ <http://www.autoblog.com/2012/09/07/2013-ford-fusion-rated-at-25-37-mpg-hybrid-gets-47-mpg/> (last visited Dec. 28, 2012).

31. Finally, at Defendants' dealerships, the vehicle window stickers do the rest:

[illegible]

32. These stickers are attached to all vehicle windows and conspicuously convey the publicized FERs directly next to the suggested retail price of the vehicle. And why wouldn't they? As stated previously, gas prices over the last few years have continued to increase and vehicles with better MPGE and FER have greater market value than ever.

1 ***Consumer Reports* Discovers the Falsity of Ford's Claims**

2 33. On December 6, 2012, *Consumer Reports* issued a report stating that
3 recent tests showed that the Fusion and C-Max hybrid vehicles do not live up to
4 Ford's claims regarding their fuel economy. After running both vehicles through
5 "real-world tests," *Consumer Reports* found that each vehicle had actual MPGE's far
6 below those repeatedly touted by Ford.¹⁵

7 34. *Consumer Reports* revealed that Defendants overstated the fuel economy
8 of the C-Max and Fusion "by a whopping 10 and 8 mpg, respectively, or about 20
9 percent."¹⁶

10 35. The test found that the Fusion delivered 39 MPGE overall, while the
11 C-Max delivered 37 MPGE.¹⁷ This is a far cry from the 47 MPGE advertised by
12 Defendants.

13 36. In fact, the article stated that the Vehicles had the largest discrepancy
14 between their overall results and the estimates published that *Consumer Reports* had
15 seen among any current models.¹⁸

16 37. *Consumer Reports* concluded that their tests showed that "buyers
17 shouldn't expect the stellar 47 mpg that Ford is promoting" and that "[m]ost buyers
18 won't get anything near 47 mpg in the real world."¹⁹

19 38. Raj Nair, Ford's Global Product Development Chief, responded to the
20 severe discrepancy between the advertised MPGEs and those found by *Consumer*
21

22 ¹⁵ [http://news.consumerreports.org/cars/2012/12/video-tests-show-2013-ford-](http://news.consumerreports.org/cars/2012/12/video-tests-show-2013-ford-fusion-c-max-hybrids-dont-live-up-to-47-mpg-claims.html)
23 [fusion-c-max-hybrids-dont-live-up-to-47-mpg-claims.html](http://news.consumerreports.org/cars/2012/12/video-tests-show-2013-ford-fusion-c-max-hybrids-dont-live-up-to-47-mpg-claims.html) (last visited Dec. 28,
2012).

24 ¹⁶ *Id.*

25 ¹⁷ *Id.*

26 ¹⁸ *Id.*

27 ¹⁹ *Id.*

1 *Reports*, claiming that there are a variety of factors that could lead to varying results.
2 However, Nair admitted that when driving the Vehicles the usual way they are driven,
3 the Vehicles lose approximately 12 MPGE, giving credence to *Consumer Reports*'
4 results.²⁰

5 **Plaintiffs and the Class Were Harmed**
6 **by Defendants' False Advertisements**

7 39. As previously mentioned, with the rising costs of fuel and the desire to
8 burn less of it, efficiency and consumption are more important than ever to Plaintiffs
9 and Class members in deciding which vehicle to purchase or lease. Indeed, Gina
10 McCarthy, Assistant Administrator for the EPA's Office of Air and Radiation has
11 stated: "Consumers rely on the window sticker to help make informed choices about
12 the cars they buy." Such information includes the MPGE and FER for the vehicle
13 listed on the window sticker.

14 40. Defendants based a large part of their marketing campaign of the
15 Vehicles on the fuel efficiency of the Vehicles.

16 41. To the detriment of Plaintiffs and the Class, Defendants' marketing
17 campaign concerning the fuel efficiencies of the Vehicles succeeded, and Plaintiffs
18 and other Class members relied on the false advertisements concerning Defendants'
19 Vehicles' fuel efficiency.

20 **CLASS ACTION ALLEGATIONS**

21 42. Plaintiffs bring this action as a class action pursuant to Federal Rule of
22 Civil Procedure 23(a) and (b) on behalf of themselves and all others similarly situated
23 as members of the following class: All persons in the United States who purchased
24 and/or leased one of the Vehicles (the "Class"). Specifically excluded from the
25 proposed Class are Defendants, their officers, directors, agents, trustees, parents,

26 ²⁰ <http://search.autonews.com/v/68276790/ford-s-take-on-mpg-gap-12-14-12.htm>
27 (last visited Dec. 28, 2012)
28

1 children, corporations, trusts, representatives, employees, principals, servants,
2 partners, joint ventures, or entities controlled by Defendants, and their heirs,
3 successors, assigns, or other persons or entities related to or affiliated with Defendants
4 and/or their officers and/or directors, or any of them; any Judge assigned to this
5 action, and any member of their immediate family. Subject to additional information
6 obtained through further investigation and discovery, the foregoing Class definition
7 may be expanded or narrowed by amendment or amended complaint.

8 43. **Numerosity.** The members of the Class are so numerous that their
9 individual joinder is impracticable. Plaintiffs are informed and believe, and on that
10 basis allege, that the proposed Class contains many hundreds of thousands of
11 members. The precise number of Class members is unknown to Plaintiffs. The true
12 number of Class members is known by the Defendants, however, and thus, may be
13 notified of the pendency of this action by first class mail, electronic mail, and by
14 published notice.

15 44. ***Existence and Predominance of Common Questions of Law and Fact.***
16 Common questions of law and fact exist as to all members of the Class and
17 predominate over any questions affecting only individual Class members. These
18 common legal and factual questions include, but are not limited to, the following:

19 (a) Whether the Vehicles were properly tested, using the EPA
20 accepted methodology for FER and MPGE;

21 (b) Whether the Vehicles stated FER and MPGE inaccurately;

22 (c) Whether Defendants violated federal or state law as a result of their
23 testing methods or dissemination of FER and MPGE;

24 (d) Whether a failure to accurately state FER and MPGE constitutes an
25 unlawful business practice or act;

26 (e) Whether Defendants willfully concealed the misrepresentations
27 regarding FER and MPGE or recklessly disregarded their falsity;
28

(f) Whether Defendants breached any warranties in selling the Vehicles which misrepresented FER and MPGE;

(g) Whether Defendants intentionally or negligently misrepresented material facts relating to the character and quality of the Vehicles;

(h) Whether Defendants' unlawful, unfair and/or deceptive practices harmed Plaintiffs and the members of the Class;

(i) Whether Defendants were unjustly enriched by their deceptive practices;

(j) Whether Plaintiffs and the members of the Class are entitled to equitable or injunctive relief; and

(k) Whether Plaintiffs and the Class are entitled to restitution or damages, and what is the proper measure of damages.

45. **Typicality.** Plaintiffs' claims are typical of the claims of the Class in that Defendants manufactured, sold, warranted, and marketed defectively designed Vehicles to Plaintiffs, like all other members of the Class.

46. **Adequacy of Representation.** Plaintiffs will fairly and adequately protect the interests of the Class. Plaintiffs have retained counsel highly experienced in complex consumer class action litigation, and Plaintiffs intend to prosecute this action vigorously. Plaintiffs have no interests adverse or antagonistic to those of the Class.

47. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by individual Class members is relatively small compared to the burden and expense that would be incurred by individual litigation of their claims against the Defendants. It would thus be virtually impossible for the Class, on an individual basis, to obtain effective redress for the wrongs done to them. Furthermore, even if Class members could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation

1 would also increase the delay and expense to all parties and the court system from the
2 issues raised by this action. By contrast, the class action device provides the benefits
3 of adjudication of these issues in a single proceeding, economies of scale, and
4 comprehensive supervision by a single court, and presents no unusual management
5 difficulties under the circumstances here.

6 48. In the alternative, the Class may be also certified because:

7 (a) the prosecution of separate actions by individual Class members
8 would create a risk of inconsistent or varying adjudication with respect to individual
9 Class members that would establish incompatible standards of conduct for the
10 Defendants;

11 (b) the prosecution of separate actions by individual Class members
12 would create a risk of adjudications with respect to them that would, as a practical
13 matter, be dispositive of the interests of other Class members not parties to the
14 adjudications, or substantially impair or impede their ability to protect their interests;
15 and/or

16 (c) Defendants have acted or refused to act on grounds generally
17 applicable to the Class thereby making appropriate final declaratory and/or injunctive
18 relief with respect to the members of the Class as a whole.

19 49. The claims asserted herein are applicable to all consumers throughout the
20 United States who purchased the Vehicles.

21 50. Adequate notice can be given to Class members directly using
22 information maintained in Defendants' records or through notice by publication.

23 51. Damages may be calculated from the claims data maintained in
24 Defendants' records, so that the cost of administering a recovery for the Class can be
25 minimized. However, the precise amount of damages available to Plaintiffs and the
26 other members of the Class is not a barrier to class certification.

COUNT I

Breach of Contract

52. Plaintiffs reallege and incorporate by reference the previous allegations as if fully set forth herein.

53. Through their websites, television advertisements, marketing materials, and vehicle window stickers, as more fully set forth above, Defendants conveyed uniform representations and offers regarding the quality and performance of the their Vehicles, including that they met the represented MPGE and achieved the represented FER. Plaintiffs and members of the Class accepted Defendants' offer and paid to purchase or lease the Vehicles based on the offer.

54. Defendants breached the contracts by delivering products that do not perform as offered and promised. Specifically, the Vehicles do not meet the represented MPGE or achieve the represented FER.

55. As a direct and proximate cause of Defendants' breach, Plaintiffs and Class members were damaged through the purchase price, higher fuel costs and diminution in the resale value in an amount that will be proven.

COUNT II

Breach of the Implied Covenant of Good Faith and Fair Dealing

56. Plaintiffs reallege and incorporate by reference the previous allegations as if fully set forth herein.

57. The law implies a covenant of good faith and fair dealing in every contract.

58. Defendants violated the covenant of good faith and fair dealing in their contracts with Plaintiffs and members of the Class by, *inter alia*, misrepresenting to Plaintiffs and the Class the quality and performance of the Vehicles, including that they met the represented MPGE and achieved the represented FER. Plaintiffs and members of the Class accepted Defendants' offer and paid to purchase or lease the Vehicles based on the offer.

1 consumer and, in fact, were material to Plaintiffs and other members of the Class in
2 purchasing and/or leasing their Vehicles.

3 66. Defendants' acts, omissions, misrepresentations, practices, and non-
4 disclosures alleged herein also constitute "unfair" business acts and practices within
5 the meaning of the UCL in that Defendants' conduct is substantially injurious to
6 consumers, offends public policy, and is immoral, unethical, oppressive, and
7 unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable
8 to such conduct.

9 67. As stated herein, Plaintiffs allege violations of consumer protection,
10 unfair competition, and truth in advertising laws in California resulting in harm to
11 consumers. Plaintiffs assert violations of the public policy by engaging in false and
12 misleading advertising, unfair competition, and deceptive conduct towards consumers.
13 The conduct constitutes violations of the unfair prong of the UCL. There were
14 reasonably available alternatives to further Defendants' legitimate business interests,
15 other than the conduct described herein.

16 68. Defendants' claims, non-disclosures, and misleading statements, as more
17 fully set forth above, were false, misleading, and/or likely to deceive the consuming
18 public within the meaning of the UCL.

19 69. Defendants' conduct caused and continues to cause substantial injury to
20 Plaintiffs and other Class members. Plaintiffs have suffered injury in fact and have
21 lost money as a result of Defendants' unfair conduct.

22 70. Defendants have thus engaged in unlawful, unfair, and fraudulent
23 business acts and practices and in false advertising, entitling Plaintiffs and the other
24 Class members to judgment and equitable relief against Defendants as set forth in the
25 Prayer for Relief. Additionally, pursuant to California Business and Professions
26 Code §17203, Plaintiffs seek an order requiring Defendants to immediately cease
27 such acts of unlawful, unfair, and fraudulent business practices and requiring
28 Defendants to engage in a corrective marketing campaign.

COUNT IV

**False and Misleading Advertising in Violation of
California Business and Professions Code §17500 *et seq.***

71. Plaintiffs reallege and incorporate by reference the previous allegations as if fully set forth herein.

72. Defendants' acts and practices as described herein have deceived and/or are likely to deceive Plaintiffs, members of the Class, and the public. Defendants have spent millions of dollars to advertise, including through their websites on the Internet, to call attention to, or give publicity to Defendants' Vehicles' MPGE and FER. Defendants uniformly and falsely advertise MPGE and FER on all Vehicles.

73. By their actions, Defendants are disseminating uniform advertising concerning their products and services that by its nature is unfair, deceptive, untrue, or misleading within the meaning of California Business and Professions Code §17500 *et seq.* Such advertisements are likely to deceive, and continue to deceive, the consuming public for the reasons detailed above.

74. The above-described false, misleading, and deceptive advertising Defendants disseminated continues to have the likelihood to deceive.

75. In making and disseminating the statements alleged herein, Defendants should have known their advertisements were untrue and misleading in violation of California Business and Professions Code §17500 *et seq.* Plaintiffs and the other Class members based their decisions to purchase/lease their Vehicles in substantial part on Defendants' misrepresentations and omitted material facts. The revenues to Defendants attributable to products sold in those false and misleading advertisements amount to millions of dollars for their Vehicles. Plaintiffs and the Class were injured in fact and lost money or property as a result, both in terms of purchase price, diminution of value, and the differential cost of fuel.

76. The misrepresentations and non-disclosures by Defendants of the material facts detailed above constitute false and misleading advertising and,

1 therefore, constitute a violation of California Business and Professions Code §17500
2 *et seq.*

3 77. As a result of Defendants' wrongful conduct, Plaintiffs and the Class
4 request that this Court enjoin Defendants from continuing to violate California
5 Business and Professions Code §17500 *et seq.* It is believed such conduct is ongoing
6 and continues to this date. Plaintiffs and the Class are therefore entitled to the relief
7 described below as appropriate for this Cause of Action.

8 COUNT V

9 **Violations of the Consumers Legal Remedies Act** 10 **California Civil Code §1750 *et seq.***

11 78. Plaintiffs reallege and incorporate by reference the previous allegations
12 as if fully set forth herein.

13 79. This cause of action is brought pursuant to the Consumers Legal
14 Remedies Act ("CLRA"). Defendants violated and continue to violate the CLRA by
15 engaging in the following practices proscribed by California Civil Code §1770(a) in
16 transactions that were intended to result in, and did result in, the sale of the product:

17 (a) Representing that their Vehicles have characteristics and benefits
18 which they do not have;

19 (b) Representing that their Vehicles are of a particular standard,
20 quality, or grade, which they are not;

21 (c) Advertising their Vehicles with intent not to sell them as
22 advertised; and/or

23 (d) Representing that their Vehicles have been supplied in accordance
24 with previous representations when they have not.

25 80. Defendants knew, or should have known, that their representations and
26 advertisements regarding their Vehicles were false and misleading.

27 81. Defendants' conduct was malicious, fraudulent, and wanton, and
28 provided misleading information.

1 82. Pursuant to California Civil Code §1782(d), Plaintiffs seek a Court order
2 enjoining the above-described wrongful acts and practices of Defendants and for
3 restitution and disgorgement.

4 83. Pursuant to California Civil Code §1782, Defendants have been noticed
5 because Plaintiffs sent notice letters to Defendant Ford by certified mail, return receipt
6 requested. Plaintiffs' letters advised Defendant Ford that it is in violation of the
7 CLRA and must correct and otherwise rectify the goods alleged to be in violation of
8 California Civil Code §1770. Defendant Ford was further advised that in the event the
9 relief requested has not been provided within thirty (30) days, Plaintiffs will amend
10 this complaint to seek monetary damages pursuant to the CLRA.

11 84. As a proximate result of Defendants' deceptive acts, Plaintiffs and the
12 public, including the Class, have been damaged.

13 85. Plaintiffs also seek injunctive relief for the violation of the CLRA.

14 86. Plaintiffs seek attorney fees and costs as allowed by law.

15 **COUNT VI**

16 **Breach of Express Warranty**

17 87. Plaintiffs reallege and incorporate by reference the previous allegations
18 as if fully set forth herein.

19 88. The Uniform Commercial Code §2-313 provides that an affirmation of
20 fact or promise made by the seller to the buyer which relates to the good and becomes
21 part of the basis of the bargain creates an express warranty that the goods shall
22 conform to the promise.

23 89. Plaintiffs and the other members of the Class formed a contract with
24 Defendants at the time Plaintiffs and Class members purchased or leased their
25 Vehicles. The terms of the contract include the promises and affirmations of fact and
26 express warranties made by Defendants on the Vehicles' window stickers,
27 Defendants' websites, and through their marketing and advertising campaigns.

28

1 90. Defendants' marketing and advertising constitute express warranties,
 2 which served as part of the basis of the bargain, and are part of a standardized contract
 3 between Plaintiffs and the other members of the Class, on the one hand, and
 4 Defendants on the other.

5 91. Plaintiffs and the other members of the Class were exposed to these
 6 statements and reasonably relied upon such promises and affirmations of fact
 7 contained in Defendants' marketing campaign.

8 92. These warranties were not true, as Defendants' Vehicles did not provide
 9 the promised fuel efficiency, as described above.

10 93. Defendants breached the terms of these contracts, including the express
 11 warranties, by not providing the products as advertised as described above.

12 94. At all times, California and the following 48 states listed below,
 13 including the District of Columbia, have codified and adopted the provisions of the
 14 Uniform Commercial Code governing the express warranty of merchantability: Ala.
 15 Code §7-2-313; Alaska Stat. §45.02.313; Ariz. Rev. Stat. §47-2313; Ark. Code Ann.
 16 §4-2-313; Cal. Com. Code §2313; Colo. Rev. Stat. §4-2-313; Conn. Gen. Stat. §42a-
 17 2-313; Del. Code Ann. tit. 6, §2-313; D.C. Code §28:2-313; Fla. Stat. §672.313; Ga.
 18 Code Ann. §11-2-313; Haw. Rev. Stat. §490:2-313; Idaho Code Ann. §28-2-313; 810
 19 Ill. Comp. Stat. 5/2-313; Ind. Code Ann. §26-1-2-313; Iowa Code §554.2313; Kan.
 20 Stat. Ann. §84-2-313; Ky. Rev. Stat. Ann. §355.2-313; 11 Me. Rev. Stat. §2-313;
 21 Md. Code Ann., Com. Law §2-313; Mass. Gen. Laws. ch. 106, §2-313; Mich. Comp.
 22 Laws §440.2313; Minn. Stat. §336.2-313; Miss. Code Ann. §75-2-313; Mo. Rev.
 23 Stat. §400.2-313; Mont. Code Ann. §30-2-313; Nev. Rev. Stat. §104.2313; N.H. Rev.
 24 Stat. Ann. §382-A:2-313; N.J. Stat. Ann. §12A:2-313; N.M. Stat. Ann. §55-2-313;
 25 N.Y. U.C.C. Law §2-313; N.C. Gen. Stat. §25-2-313; N.D. Cent. Code §41-02-30;
 26 Ohio Rev. Code Ann. §1302.26; Okla. Stat. tit. 12A, §2-313; Or. Rev. Stat. §72.3130;
 27 13 Pa. Cons. Stat. §2313; R.I. Gen. Laws §6A-2-313; S.C. Code Ann. §36-2-313;
 28 S.D. Codified Laws §57A-2-313; Tenn. Code Ann. §47-2-313; Tex. Bus. & Com.

1 Code Ann. §2.313; Utah Code Ann. §70A-2-313; Vt. Stat. Ann. tit. 9A, §2-313; Va.
2 Code Ann. §8.2-313; Wash. Rev. Code §62A.2-313; W. Va. Code §46-2-313; Wis.
3 Stat. §402.313; and Wyo. Stat. Ann. §34.1-2-313.

4 95. As a result of Defendants' breaches of their contract and express
5 warranties, Plaintiffs and the Class have been damaged in the amount of the purchase
6 price of Defendants' products, the diminution of value of their Vehicles, and the
7 increased costs of fuel.

8 96. All conditions precedent to Defendants' liability under this express
9 contract, including notice, have been performed by Plaintiffs and the Class as
10 described above.

11 **COUNT VII**

12 **Violations of the Magnuson-Moss Warranty Act** 13 **15 U.S.C. §2301 *et seq.***

14 97. Plaintiffs reallege and incorporate by reference the previous allegations
15 as if fully set forth herein.

16 98. Plaintiffs and Class members are "consumers" within the meaning of the
17 Magnuson-Moss Warranty Act, 15 U.S.C. §2301 *et seq.* ("MMWA").

18 99. Defendants are "suppliers" and "warrantors" within the meaning of the
19 MMWA.

20 100. The Vehicles are a "consumer product" within the meaning of the
21 MMWA.

22 101. Defendants' written affirmations of fact, promises and/or descriptions as
23 alleged herein are each a "written warranty" as to the Vehicles MPGE and FER and/or
24 there exists an implied warranty for the sale of such product within the meaning of the
25 MMWA.

26 102. For the reasons detailed above, Defendants breached these express and
27 implied warranties, as the Vehicles do not perform as Defendants represented or were
28

1 not fit for their intended use. Defendants have refused to remedy such breaches, and
2 their conduct caused damages to Plaintiffs and members of the Class.

3 103. The amount in controversy meets or exceeds the sum or value of \$50,000
4 (exclusive of interest and costs) computed on the basis of all claims to be determined
5 in this suit.

6 104. Resorting to any informal dispute settlement procedure and/or affording
7 Defendants another opportunity to cure these breaches of warranties is unnecessary
8 and/or futile. Any remedies available through any informal dispute settlement
9 procedure would be inadequate under the circumstances, as Defendants have failed to
10 remedy the problems associated with the Vehicles, and, as such, have indicated they
11 have no desire to participate in such a process at this time. Any requirement under the
12 MMWA or otherwise that Plaintiffs resort to any informal dispute settlement
13 procedure and/or afford Defendants a reasonable opportunity to cure the breach of
14 warranties described above is excused and/or has been satisfied.

15 105. As a result of Defendants' breaches of warranty, Plaintiffs and the other
16 Class members have sustained damages and other losses in an amount to be
17 determined at trial. Plaintiffs and the other Class members are entitled to recover
18 damages, specific performance, costs, attorneys' fees, rescission, and/or other relief as
19 is deemed appropriate.

20 **COUNT VIII**

21 **Intentional Misrepresentation**

22 106. Plaintiffs reallege and incorporate by reference the previous allegations
23 as if fully set forth herein.

24 107. At all relevant times, Defendants were engaged in the business of
25 designing, manufacturing, marketing, distributing or selling their Vehicles.

26 108. Defendants, acting through their officers, agent, servants, representatives,
27 or employees, delivered the Vehicles through their dealerships.

28

1 Defendants either knew or reasonably should have known that the representations
2 were not true. These misrepresentations were contained in various advertising and
3 marketing from Defendants, and such misrepresentations were further reiterated and
4 disseminated by the officers, agents, representatives, servants, or employees of
5 Defendants acting within the scope of their authority.

6 115. The information withheld from Plaintiffs and the other Class members is
7 material and would have been considered by a reasonable person, as are the
8 misrepresentations regarding the Vehicles, as detailed herein.

9 116. Plaintiffs and the Class purchased and/or leased their Vehicles under the
10 impression that they would function and perform as advertised, the direct and
11 proximate results of which were injury and harm to Plaintiffs and the Class.

12 **COUNT X**

13 **Unjust Enrichment**

14 117. Plaintiffs reallege and incorporate by reference the previous allegations
15 as if fully set forth herein.

16 118. Defendants have benefited and been enriched by the above-alleged
17 conduct. Defendants have generated revenue from the unlawful conduct described
18 above.

19 119. Defendants have knowledge of this benefit.

20 120. Defendants have voluntarily accepted and retained this benefit.

21 121. The circumstances, as described herein, are such that it would be
22 inequitable for Defendants to retain the ill-gotten benefit without paying the value
23 thereof to Plaintiffs and the Class.

24 122. Plaintiffs and the Class are entitled to the amount of Defendants' ill-
25 gotten gains, including interest, resulting from their unlawful, unjust, unfair and
26 inequitable conduct as alleged herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief and judgment against Defendants as follows:

A. Certification of this action as a class action, appointment of Plaintiffs as Class representatives and the undersigned counsel as Class counsel;

B. An order declaring the actions complained of herein to be in violation of the statutory law set forth above, including a preliminary injunction enjoining Defendants from further acts in violation of the CLRA and California Business and Professions Code §17200, pending the outcome of this action;

C. An order enjoining and restraining Defendants from any further acts in violation of the CLRA and California Business and Professions Code §§17200 and 17500, as set forth above;

D. An order requiring Defendants to notify Class members about the inaccuracies and to provide correct information to the Class;

E. An award of compensatory damages, statutory damages, and all other forms of monetary and non-monetary relief recoverable under state law;

F. An award of pre-judgment and post-judgment interest;

G. An award of injunctive relief;

H. An award of costs, including, but not limited to, discretionary costs, expert fees, attorneys' fees and expenses incurred in prosecuting this case; and

I. Grant such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiffs hereby demand a jury trial on all issues so triable.

DATED: December 28, 2012

ROBBINS GELLER RUDMAN
& DOWD LLP
RACHEL L. JENSEN


RACHEL L. JENSEN

655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)

ROBBINS GELLER RUDMAN
& DOWD LLP
SAMUEL H. RUDMAN
ROBERT ROTHMAN
MARK S. REICH
AVITAL MALINA
58 South Service Road, Suite 200
Melville, NY 11747
Telephone: 631/367-7100
631/367-1173 (fax)

ROBBINS GELLER RUDMAN
& DOWD LLP
PAUL J. GELLER
JACK REISE
STUART A. DAVIDSON
MARK DEARMAN
120 East Palmetto Park Road, Suite 500
Boca Raton, FL 33432
Telephone: 561/750-3000
561/750-3364 (fax)

JOHNSON & WEAVER, LLP
BRETT M. WEAVER
110 West A Street, Suite 750
San Diego, CA 92101
Telephone: 619/230-0063
619/255-1856 (fax)

Attorneys for Plaintiffs and the Proposed
Class

S:\CptDraft\Consumer\Cpt Ford.doc

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge David O. Carter and the assigned discovery Magistrate Judge is Jean P. Rosenbluth.

The case number on all documents filed with the Court should read as follows:

SACV12- 2232 DOC (JPRx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STEVEN D. STRAND, NATHAN MONTIJO and
MORGAN BENGGIO, Individually and on Behalf of
All Others Similarly Situated,

PLAINTIFF(S)

v.

FORD MOTOR COMPANY and DOES 1-50,
inclusive,

DEFENDANT(S).

CASE NUMBER

SACV 12 - 02232 DOC (JPRx)**SUMMONS**

TO: DEFENDANT(S):

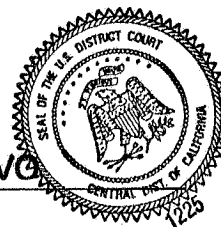
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ _____ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Rachel J. Jensen, whose address is Robbins Geller Rudman & Dowd LLP, 655 W. Broadway, #1900, San Diego, CA 92101. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 12/28/2012By: **DENISE VO**

Deputy Clerk



(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
 STEVEN D. STRAND, NATHAN MONTJO and MORGAN BENGGIO,
 Individually and on Behalf of All Others Similarly Situated

DEFENDANTS
 FORD MOTOR COMPANY and DOES 1-50, inclusive

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)
 RACHEL L. JENSEN (211456) 619/231-1058
 Robbins Geller Rudman & Dowd LLP
 655 West Broadway, Suite 1900, San Diego, CA 92101

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
 (Place an X in one box for plaintiff and one for defendant.)

Citizen of This State	PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5 <input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No

MONEY DEMANDED IN COMPLAINT: \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI (405(g)) <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
--	--	--	---	---	--

FOR OFFICE USE ONLY: Case Number:

SACV 12 - 02232 DOC (JPRx)

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Michigan

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Rachel L. Jensen Date December 28, 2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))